

The complaint

Ms G complains on behalf of Mr C that Ageas Insurance Limited has failed to pay a reasonable settlement for repairs following storm damage to the roofs of Mr G's main home and of an outbuilding (known as the milking parlour). She also complains of long delays in dealing with the claim and poor communication. I appreciate that Ms G is dealing with the complaint though for convenience, unless I say otherwise, I'll refer to Mr C throughout.

What happened

I'll set out briefly the timeline of what happened. In February 2022 Mr C reported a claim to Ageas. The main roof of his home had suffered damage to an area where the tiles had come off in a recent storm. Further damage had been caused to the roof of the milking parlour. Ageas sent out contractors to review the damage in March 2022. Initially those contractors said the claim should be accepted for both roofs, and that there was no pre-incident damage to either roof. Mr C was contacted and a proposed cash settlement was put forward for just over £2,000. Mr C queried whether this included asbestos removal, as the milking parlour roof contained asbestos. The contractors advised that the cost of that needed to be added to the claim. Ageas tried to clarify things with those contractors, it got a delayed response, but decided to instruct new contractors.

In August 2022 new contractors reviewed the claim for Ageas. The result of this was that the damage to the main roof was declined as it was thought that wasn't the result of storm damage. Ageas maintained its decision to pay the cost of repairing just the damaged part of the milking parlour roof, which was still just over £2,000. This was despite the fact that both contractors had said the whole roof needed to be replaced as it was constructed of interlocking sheets.

This offer was put to Mr C in Ageas' final response letter of 5 September 2022. Ageas apologised that its communications had not been to the standard it would have expected. It also apologised for the confusion over the advice given by different contractors. It paid Mr C £750 compensation and its assessed cost of the claim.

Our Investigator said that the damage to the main roof didn't appear to be storm damage, but queried why the whole milking parlour roof wasn't being paid for when the contractors had recommended this. Ageas clarified that its contractors wouldn't do the repairs because the A frame holding up the roof had pre-existing damage and they couldn't guarantee their work. Though this didn't appear in the contractors' reports there are pictures of one A frame being supported by an acrow prop (temporary support). Our Investigator said that our approach is that where damaged parts of the roof couldn't be repaired without repairing undamaged parts then the whole roof should be paid for under the claim. She accepted that the A frame was Mr C's responsibility to repair. She further said that the compensation paid by Ageas was reasonable.

Ageas sought to justify not paying for the whole roof to be replaced because it said that Mr C would have needed to repair the damaged A frame and to do that would have required removal of the roof panels anyway.

Mr C accepted our Investigator's view. I understand that he has had repairs carried out to both roofs, in the case of the milking parlour roof only temporary repairs have been done. This was as he couldn't leave either building open to the elements over winter.

I issued a provisional decision. In it I said that Ageas should pay Mr C's cost of the temporary repair he had had carried out. And that it should pay his cost to repair the roof less any cost in repairing the A frame, and the interim payment made.

In response, Ageas accepted my provisional findings.

On behalf of Mr C, Ms G accepted my provisional findings. Though she pointed out that the acrow prop was only put on the A frame by her husband after the storm to prevent the roof from falling down.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The following were my provisional findings, set out below in italics:

"Mr C has accepted our investigator's view concerning the repairs to the main roof. He has also accepted that the A frame wasn't storm damaged so he had a liability to pay for those matters. I understand he also accepts the £750 compensation awarded.

I think our Investigator was right concerning these matters – the damage to the main roof didn't appear to be storm damage and I think our Investigator clearly set out why that was the case. Similarly the £750 compensation paid is in my view reasonable. There was a clear lack of communication and some of Ms G's emails weren't responded to. As the final decision letter was written after the complaint was referred to us, I shall record below Ageas' liability to pay that.

Turning to the claim for the milking parlour roof, I think Ageas has been rather inconsistent in its replies. First of all in its letter of 5 September 2022, it said that the roof was a part of a "matching set". I don't think that the policy term on matching sets applies to a whole item like a roof. Ageas then said that the roof was in a poor state in any event so it would have no liability for repairing the rest of the roof. However this was contrary to the conclusion reached by both contractors.

Finally Ageas said it wasn't liable to pay for the whole roof because the damaged A frame would need to be replaced by Mr C anyway, and the roof panels would need to be removed to do this.

Whilst the A frame isn't discussed by either set of contractors, I can see from the photos that it is supported by an acrow prop. Neither of Ageas' contractors have said Mr C would have needed to carry out repairs to the A frame without the storm damage. So I don't accept Ageas' view on this. They did both say the entire roof needed to be replaced.

Mr C had temporary repairs carried out in October 2022. In my view had Ageas provided a reasonable settlement this would not have been necessary, but given the length of time for the complaint to be resolved, and with winter approaching I think that was justified. And I don't regard this as a new complaint, rather it is an additional loss incurred by Mr C only on account of Ageas' failure which is at the heart of Mr C's complaint.

Mr C's cost for this is £1,240. Ageas has been sent a copy of the invoice. It has suggested that this appears exaggerated/excessive. However if I consider that the repair cost around half of what Ageas proposed to pay for a permanent repair of just the damaged area, it doesn't appear excessive to me. If Ageas wants to show me otherwise then it can do so in response to this provisional decision. I don't think either that Ageas' suggestion of a tarpaulin to cover the affected area is viable. This would have required maintenance over the winter and Mr C is elderly and living on his own. I think that Ageas should pay the cost of the temporary repair plus interest.*

Further, as its contractors are unwilling to carry out the permanent repair, Ageas should also increase the cash settlement to pay Mr C's costs of replacing the entire milking parlour roof, including VAT if Mr C incurs a cost in this respect. It doesn't have a liability to repair the A frame so Mr C should ask his contractors to separate out the cost of repairing the A frame."

I've noted Ms G's comments about the acrow prop. Though I've also noted that she advises that Mr C accepts my proposed decision. In respect of any repair carried out, if it includes any element of repairing the A frame, Mr C should still ask his contractor to separate the cost for the A frame repair out from the overall cost.

Putting things right

Ageas should:

- reimburse Mr C's costs of £1,240 for the temporary repair of the milking parlour roof and add simple interest* at the rate of 8% from the date Mr C paid his contractor's invoice to the date of reimbursement.
- increase the cash settlement to pay Mr C's costs, including VAT where appropriate, of repairing the whole milking parlour roof, less its interim payment and the cost of repairing the A frame. It cannot deduct from this the cost of Mr C's temporary repairs.
- pay £750 compensation - I note this has already been paid.

*HM Revenue & Customs may require Ageas to deduct tax from any award of interest. It must give Mr C a certificate showing how much tax has been taken off if he asks for one.

My final decision

I uphold the complaint and require Ageas Insurance Limited to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 April 2023.

Ray Lawley
Ombudsman